

# UNITED STATES BANKRUPTCY COURT

Eastern District of Texas, Sherman Division

In re Alex Chandra

Case Number 1142278

## TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(4), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Bank of America N.A

BANK OF AMERICA, N.A.

Name of Transferee	Name of Transferor
Name and Address where notices to transferee should be sent:	Court Claim # (if known): 10
Shellpoint Mortgage Servicing	Amount of Claim: \$224,660.86
PO BOX 10826	Date Claim Filed: 12/08/2011
Greenville, SC 29603-0826	Phone:
	Last Four Digits of Acct #: 5862
Phone: (800) 365-7107	
Last Four Digits of Acct #: 8741	

Name and Address where payments to transferee should be sent (if different from above):

Shellpoint Mortgage Servicing

Phone: (800) 365-7107  
Last Four Digits of Acct #: 8741

Same as above

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: /s/ Madeline Polskin

Date: 02/01/2016

*Penalty for making a false statement:* Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

## LIMITED POWER OF ATTORNEY

### KNOW ALL PERSONS BY THESE PRESENTS:

THAT, BANK OF AMERICA, N.A., a national banking association ("Servicer"),<sup>1</sup> by these presents does hereby make, constitute and appoint New Penn Financial LLC dba Shellpoint Mortgage Servicing, a North Carolina limited liability company ("Subservicer"), Servicer's true and lawful attorney-in-fact, and hereby grants it authority and power to take, through its duly authorized officers, the Actions (as such term is defined herein) in Servicer's name, place and stead. This limited power of attorney ("Limited Power of Attorney") is given in connection with, and relates solely to that certain Flow Subservicing Agreement dated as of September 10, 2012 (the "Agreement"), by and between Servicer and Resurgent Capital Services, LP dba Resurgent Mortgage Servicing, under the terms of which Subservicer has the duty to provide servicing, administration, management and disposition services with respect to certain mortgage loans (such loans, the "Loans") serviced by Servicer.<sup>2</sup> Each of the Loans comprises a promissory note evidencing a right to payment and performance secured by a security interest or other lien on real property evidenced by one or more mortgages, deeds of trust, deeds to secure debt or other forms of security instruments (each, a "Mortgage").

As used above, the term "Actions" shall mean and be limited to the following acts, in each case only with respect to one or another of the Loans and only as mandated or permitted by federal, state or local laws or other legal requirements or restrictions:

1. Execute or file assignments of mortgages, or of any beneficial interest in a Mortgage;
2. Execute or file reconveyances, deeds of reconveyance or releases or satisfactions of mortgage or similar instruments releasing the lien of a Mortgage;
3. Correct or otherwise remedy any errors or deficiencies contained in any transfer or reconveyance documents provided or prepared by Servicer or a prior transferor, including, but not limited to note indorsements;
4. Indorse all checks, drafts and/or other negotiable instruments made payable to Servicer as payments by borrowers in connection with the Loans;
5. Execute or file quitclaim deeds or, only where necessary and appropriate, special warranty deeds or other deeds causing the transfer of title to a third party, in respect of property acquired through a foreclosure or deed-in-lieu of foreclosure ("REO Property");
6. Execute and deliver documentation with respect to the marketing and sale of REO Property, including, without limitation: listing agreements; purchase and sale agreements; escrow instructions; HUD-1 settlement statements; and any other document necessary to effect the transfer of REO Property.
7. Execute or file any documents necessary and appropriate to substitute the creditor or foreclosing party in a bankruptcy or foreclosure proceeding in respect of any of the Loans;

<sup>1</sup> This Limited Power of Attorney is intended to cover Actions, as such term is defined herein, taken in the name of: Bank of America, N.A.; or Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Servicing LP.

<sup>2</sup> Effective February 1, 2014, Resurgent Capital Services, LP assigned all of its rights and delegated all of its performance under the Agreement to Subservicer.

*provided, however,* that nothing herein shall permit Subservicer to commence, continue, or otherwise prosecute or pursue any foreclosure proceedings in the name of Servicer. All indorsements executed pursuant to this Limited Power of Attorney shall contain the words "without recourse."


With respect to the Actions, Servicer gives to said attorney-in-fact full power and authority to execute such instruments and to do and perform all and every act and thing requisite, necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully, to all intents and purposes, as the undersigned might or could do, and hereby does ratify and confirm all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof.

Nothing contained herein shall be construed to grant Subservicer the power to (i) initiate or defend any suit, litigation, or proceeding in the name of Servicer or be construed to create a duty of Servicer to initiate or defend any suit, litigation, or proceeding in the name of Subservicer, (ii) incur or agree to any liability or obligation in the name of or on behalf of Servicer, or (iii) execute any document or take any action on behalf of, or in the name, place, or stead of, Servicer, except as provided herein. This Limited Power of Attorney is entered into and shall be governed by the laws of the State of California without regard to conflicts of law principles of such state.

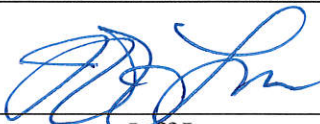
*[Remainder of page intentionally left blank]*

**IN WITNESS WHEREOF**, Bank of America, N.A. has executed this Limited Power of Attorney this 6<sup>th</sup> day of March, 2014.

**BANK OF AMERICA, N.A.**

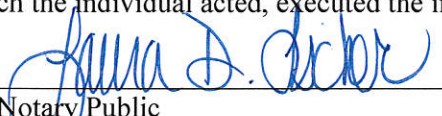
By:   
Name: Lee Wardlow  
Title: Senior Vice President

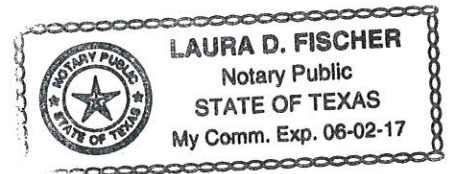
Witness:   
Name: Justin Dahl  
Title: Senior Vice President

Witness:   
Name: Jeff Lopes  
Title: Senior Vice President


STATE OF TEXAS :  
: ss.  
COLLIN COUNTY :

On the 6<sup>th</sup> day of March in the year 2014, before me, the undersigned, personally appeared Lee Wardlow, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that the individual executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public  
My commission expires: June 2, 2017



FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD  
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Shellpoint Mortgage Servicing  
PO BOX 10826  
Greenville, SC 29603-0826

Phone Number: (800) 365-7107  
Fax: (866) 467-1137  
Email: mtgbk@shellpointmtg.com

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RE: Alex Chandra  
Case No: 1142278

PROOF OF SERVICE

I certify that a copy of the foregoing documents were served upon the following persons electronically or by mail via the U.S. Postal Service, postage prepaid or by personal delivery, at their scheduled addresses on this day, 2/1/2016.

Eastern District of Texas, Sherman Division  
110 N College Ave, 9th floor  
Tyler, TX 75702-

Joyce W Lindauer  
8140 Walnut Hill Lane  
Suite 301  
Dallas, TX 75231-

/s/ Madeline Polskin